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Attorneys for Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re : **Chapter 11 Case No.**
:
LEHMAN BROTHERS HOLDINGS INC., et al., : **08-13555 (JMP)**
:
Debtors. : **(Jointly Administered)**
-----X

**NOTICE OF PRESENTMENT OF
STIPULATION, AGREEMENT AND ORDER
BETWEEN THE DEBTORS AND ROCKEFELLER CENTER
NORTH, INC. EXTENDING THE TIME TO ASSUME OR REJECT LEASE OF
NONRESIDENTIAL REAL PROPERTY AT 1271 AVENUE OF THE AMERICAS**

PLEASE TAKE NOTICE that the undersigned will present the annexed Stipulation, Agreement and Order (the “Stipulation, Agreement and Order”) between Lehman Brothers Holdings Inc. and its affiliated debtors and debtors-in-possession and Rockefeller Center North, Inc. to the Honorable James M. Peck, United States Bankruptcy Judge, for signature on **April 9, 2009 at 1:00 p.m. (Prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that unless a written objection to the proposed Stipulation, Agreement and Order, with proof of service, is served and filed with the Clerk of the Court and a courtesy copy is delivered to the Bankruptcy Judge’s chambers and the undersigned so as to be received by no later than **April 9, 2009 at 12:00 p.m. (Prevailing Eastern Time)**, there will not be a hearing and the Order may be signed.

PLEASE TAKE FURTHER NOTICE that if a written objection is timely served and filed as set forth above, a hearing (the “Hearing”) will be held to consider the Stipulation, Agreement and Order on **April 10, 2009 at 11:00 a.m. (Prevailing Eastern Time)** before the Honorable James M. Peck, United States Bankruptcy Judge, at the United States Bankruptcy Court, Alexander Hamilton Customs House, Courtroom 601, One Bowling Green, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE that objecting parties are required to attend the Hearing, and failure to appear may result in relief being granted or denied upon default.

Dated: April 7, 2009
New York, New York

/s/ Shai Y. Waisman

Shai Y. Waisman

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**UNITED STATES BANKRUPTCY COURT
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In re : **Chapter 11 Case No.**
: **08-13555(JMP)**
LEHMAN BROTHERS HOLDINGS INC., et al., : **(Jointly Administered)**
DEBTORS. :
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**STIPULATION, AGREEMENT AND ORDER BETWEEN
THE DEBTORS AND ROCKEFELLER CENTER NORTH, INC.
EXTENDING THE TIME TO ASSUME OR REJECT LEASE OF
NONRESIDENTIAL REAL PROPERTY AT 1271 AVENUE OF THE AMERICAS**

TO THE HONORABLE JAMES M. PECK
UNITED STATES BANKRUPTCY JUDGE:

This stipulation, agreement and order ("Stipulation, Agreement and Order") is entered into by and between Lehman Brothers Holdings Inc. ("LBHI" and, together with its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession, the "Debtors") and Rockefeller Center North, Inc. ("Rockefeller").

RECITALS

A. On September 15, 2008 and periodically thereafter (as applicable, the "Commencement Date"), LBHI and certain of its subsidiaries commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are

being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. Pursuant to that certain Lease, dated as of April 5, 2007, by and between Rockefeller and LBHI (as amended and supplemented, the “Lease”), Rockefeller (i) leases to LBHI certain portions of the 46th floor in the building known as 1271 Avenue of the Americas and located at 111 West 50th Street, New York, New York (the “Building”), (ii) has granted LBHI a license to use certain portions of the lobby, 47th floor, 48th floor roof, the subbasement mezzanine floor, the subbasement and riser and shaft space in the Building, (iii) will lease to LBHI, the 35th floor, the 37th through 45th floors and a certain additional portion of the 46th floor of the Building beginning January 1, 2018 (or as otherwise specified in the Lease) and (iv) will lease to LBHI certain additional portions of the 46th floor and the entire 47th and 48th floors of the Building.

C. By motion dated December 29, 2008, the Debtors moved the Court, pursuant to section 365(d)(4) of the Bankruptcy Code, for an extension of the period within which the Debtors must assume or reject unexpired leases of nonresidential real property through and including April 13, 2009 (the “Extension Motion”) [Docket No. 2406]. By order dated January 15, 2009, the Court granted the Extension Motion [Docket No. 2548].

NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE DEBTORS, THROUGH THEIR UNDERSIGNED COUNSEL, AND ROCKEFELLER AND, UPON COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:

1. Pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the time period within which LBHI may determine to assume or reject the Lease pursuant to section 365(d)(4) of

the Bankruptcy Code hereby is extended through and including June 30, 2009. No later than thirty (30) days after the execution of this Stipulation, Agreement and Order, LBHI shall pay to Rockefeller all amounts set forth in the schedule attached hereto as Exhibit A, with the exception of any such amounts that have previously been paid by LBHI to Rockefeller.

2. LBHI shall amend its Schedule of Executory Contracts and Unexpired Leases to include the Lease.

3. Each person who executes this Stipulation, Agreement and Order on behalf of a party or parties hereto represents that he is duly authorized to execute this Stipulation, Agreement and Order on behalf of such party or parties.

4. This Stipulation, Agreement and Order may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5. This Stipulation, Agreement and Order is subject to approval of the Court and shall be of no force and effect unless and until it is approved.

6. This Stipulation, Agreement and Order may not be amended or modified except by further order of the Court.

7. This Stipulation, Agreement and Order and all of the provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

8. Each of the parties hereto irrevocably consents to the jurisdiction of the Court with respect to any action to interpret or enforce the terms and provisions of this Stipulation, Agreement and Order and expressly waives any right to commence any such action in another forum.

[The remainder of this page is intentionally blank.]

Dated: April 7, 2009

WEIL, GOTSHAL & MANGES LLP

ROCKEFELLER CENTER NORTH, INC.

/s/ Shai Y. Waisman
Shai Y. Waisman
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

/s/ Gerald W. Blume
Name: Gerald W. Blume
Title: Vice President

Attorneys for Debtors
and Debtors in Possession

SO ORDERED this ____ day of April __, 2009

HONORABLE JAMES PECK
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

1271-Rockefeller Center North Lehman Brothers Outstanding Postpetition Charges With applied Cash As of 03/24/2009

Category	Invoice Number	Date	Post 9/15/2008 Amount Outstanding	Descriptions
Monthly Services				
	G1581957	11/8/2008	11,128.71	Truck lift, elevator, duplicate keys and ID photos
	G1582057	11/8/2008	3,926.73	Truck lift, elevator, duplicate keys and ID photos
	G1581644	10/8/2008	2,501.80	Truck lift, elevator, Patrol officers and 40th fl modified Class E inspection fee.
	G158224	12/8/2008	17,037.83	Truck lift, elevator, Patrol officers and 40th fl modified Class E inspection fee.
	G1582465	1/8/2009	2,868.06	Truck lift, elevator, Patrol officers , Keys.
	G1582681	2/8/2009	3,841.26	Truck lift, elevator, Patrol officers, ID
	G1582905	3/8/2009	9,576.26	Truck lift, elevator, Patrol officers, Cannie
			50,880.65	
Submetering Sales Tax				
	G1582421	1/1/2009	94,053.44	Submetering for the period of 11/7/08-12/11/08
	G1582421	1/1/2009	7,876.98	Sales taxes
	G1582645	2/2/2009	88,478.22	Submetering for the period of 12/11/-1/13/09
	G1582645	2/2/2009	7,410.05	Sales taxes
	G1582867	3/1/2009	76,522.92	Submetering for the period of 1/13/-2/12/09
		3/1/2009	6,408.79	Sales taxes
			280,750.40	
A/C CHARGES				
	G1582524	1/8/2009	16,310.00	AC Charge for the month of December 2008
	G1582757	2/11/2009	16,520.00	AC Charge for the month of January 2009
	G1582965	3/16/2009	14,840.00	AC Charge for the month of February 2009
			47,670.00	
Paper Products				
	G1582079	11/14/2008	1,613.37	
	G1582425	12/31/2008	1,491.42	
	G1582709	1/31/2009	1,176.36	
	G1582955	3/9/2009	1,065.71	
			5,346.86	
Operating and Maintenance Credit 2008				
	R1539006	3/11/2009	(1,304.58)	
			(1,304.58)	
Miscellaneous Pennies				
	R1538682	2/1/2009	0.07	Escalation
Contracts(Chilled Water)				
	G1582560	1/21/2009	17,746.67	
	G1582772	2/21/2009	17,746.67	
	G1582990	3/21/2009	17,746.67	
			53,240.01	
Total Postpetition Outstanding as of 3/24/2009			\$436,583.41	